City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Hillary Strobel
Council Member Christopher Ortiz

Thursday, March 24, 2022 | **5:00 PM** | **2nd Floor, City Hall**

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will conduct a special meeting in the Longview City Hall Council Chamber, 1525 Broadway, Longview, on Thursday, March 24, 2022 at 5:00 p.m. The topics of discussion follow. Final disposition shall be taken on no other matter. This meeting is also available via Zoom.

Zoom meeting link: https://us02web.zoom.us/j/86701210391

Telephone options (you may need to dial more than one if you receive a busy signal):
Dial any of the following:
1-253-215-8782
1-408-638-0968
1-669-900-6833
1-346-248-7799
1-312-626-6799
1-646-876-9923
1-301-715-8592

Webinar ID: 867 0121 0391

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **WORKSHOP**

22-000173 OVERVIEW OF PARK FACILITY USE AND MAINTENANCE

4. ADJOURNMENT

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, APRIL 14, 2022- 7:00 P.M.
THURSDAY, APRIL 28, 2022- 7:00 P.M.

NEXT COUNCIL WORKSHOPS:
THURSDAY, APRIL 14, 2022- 6:00 P.M.- BIKE/PEDESTRIAN MASTER PLAN
THURSDAY, APRIL 21, 2022- 6:00 P.M.- DOWNTOWN PARKING

City of Longview

Agenda Summary

OVERVIEW OF PARK FACILITY USE AND MAINTENANCE

COUNCIL STRATEGIC INITIATIVE ADDRESSED:
Address Quality of Place
Preserve and Enhance Neighborhoods
Continue Effective Financial Management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:
Workshop includes City Council, City Staff, Parks and Recreation Advisory Board, and a representative from each of the youth sports organizations. Staff will present an overview of city parks/facilities, what the parks department maintains for public use, and the history of facility use agreements. Discussion will include a recommendation from park board on park/facility use and the leagues will report out on the programs and maintenance they provide.

RECOMMENDED ACTION:
No action required

STAFF CONTACT:
Jennifer Wills, Parks and Recreation Director

Attachments:
1. Blank Facility Use Agreement Youth Sports
2. Maint Standards Athletic Fields

City of Longview
Parks & Recreation Department
2920 Douglas Street
Longview, Washington 98632

2022 YOUTH SPORTS FACILITY USE AGREEMENT

Sports Organization: _____

Organization Representative: _____ Title:_____

Mailing Address: _____

Phone: _____ Alternate Phone: _____

Email: _____

1. The above organization ("League") shall be granted nonexclusive use of (Name of Park) fields from the date this agreement is signed by both parties until December 31, 2022. This facility use is for the League only with net proceeds used to support the League program, activities, and facility.

2. The responsibilities of the two parties are defined as follows:

A. League shall:

1. Agree to protect, defend, indemnify and hold harmless the City of Longview ("City"), its elected and/or appointed officials, employees, volunteers and agents from any damage claim or lawsuit for injury, illness, damage or other loss incurred during the period covered by this Agreement, except for injuries or damage caused by the sole negligence of the City. In the event the City incurs any judgment, award, and/or cost arising therefrom to enforce the provisions of this paragraph, all such fees, expenses, and costs shall be recoverable from the League.

2. Agree to set up, take down, and clean up each time a facility is used as required by the specific facility rules according to field maintenance standards attached and incorporated herein by reference, and acknowledge that if the facility is not cleaned as agreed, a deposit may be required prior to the next use of City facilities. The league is responsible for daily trash pick-up and emptying of trash cans around League program areas (concession stand & fields).

3. Provide opening and closing dates of the Leagues' season to the City by March 15th. The City may be available to assist with park maintenance during off-season times. If assistance is needed, please contact the Facility Coordinator at 442.5406 to arrange service at a rate of $75/hour.

4. The League is responsible for arranging, coordinating, and paying for Solid Waste and Recycling services at Park fields, buildings, and structures as outlined in this agreement. The League is responsible to set up service, discontinue service, and pay for service that is required to operate and maintain youth athletic facilities at rates set forth in current rate resolutions. This includes:
    A. Solid waste & recycling (Solid Waste & Recycling Department 360-442-5222)

5. For solid waste arrangements, if the League has tournaments that require additional collection pick-ups, the League shall coordinate with the Solid Waste & Recycling Department for dates extra service is needed and when to discontinue extra service. At the League expense, the Parks & Recreation or Solid Waste & Recycling Departments have the right to increase solid waste collection service levels and/or call for special pick up if needed or determined that the current level of service is not sufficient with the amount of waste being generated. All charges shall be paid in full before solid waste service can be initiated for the following League season.

6. For recycling arrangement, each League will be provided with one 300-gallon brown recycling tub for free. It will be the responsibility of the League to monitor the contents and assure that only recyclable material (no glass) are deposited into the container, including aluminum cans, plastic water bottles, and broken down or flattened cardboard boxes (to conserve space). If non-recyclable solid waste is found within the recycling container, the container may be removed and replaced with an additional garbage container, at an additional cost to the League.

7. Maintain facilities, field(s) areas, program and restroom(s) that are used primarily by the League to the facility maintenance standards established by the Parks and Recreation Department. The League shall be responsible for direct costs to conduct League programs and maintain facilities. If fields are not being properly maintained the City will give 7 days' notice before Parks staff will complete the needed maintenance. The $75 per hour fee will be charged for such maintenance in addition to all fees, expenses, and costs needed to bring the premise up to compliance.

8. Be responsible for field construction, renovation, and repair in accordance with City municipal codes and the Parks and Recreation Department standards, this includes any underground water pipes from the meter(s) that services usage area. All projects are to be submitted to the Director of Parks & Recreation for review and shall have written approval from the Director prior to work commencing. Depending on the scale of the project, review by the Parks and Recreation Advisory Board and/or City Council may be required. Any such work shall be at Leagues sole cost and expense.

9. Be responsible for maintaining, improving, and repairing equipment, bleachers, playing areas, and structures used primarily by the League. The League is responsible for damage and vandalism to playing areas and structures built, maintained, and used primarily by the League. Permanent improvements and fixtures shall become the property of the City, although responsibility for maintenance, upkeep, and security will continue to rest with the League as long as they are using the facility. (Bleachers must be compliant with ICC 300-2017 standards)

10. Be responsible for and maintain an acceptable level of water usage. The City of Longview Parks and Recreation Department is responsible for paying for the water charges at youth athletic facilities. In taking on that responsibility, the intent is to lessen the financial burden on the youth sports groups. In return, the City asks that the youth sports group work to restrict usage of water to reduce the amount of increased cost taken on by the City. An acceptable water usage is defined as an amount based on 5 year history average. The acceptable water usage for 2022 is 1600 HCF. Water usage will be monitored by the City and reported to the League at receipt of every bill for tracking purposes. In the event of extreme temperatures during watering season, this amount may be adjusted by the City to maintain City established standards. At any time, the City may ask to review your watering schedule and require modification. If it is discovered you have not been responsible in your watering habits and have not modified the watering schedule when requested, your water may be required to be shut off or restricted.

11. Provide the City with a Certificate of Insurance for Commercial General Liability Insurance with minimum limits of $1,000,000 and attach a copy of the endorsement naming the City of Longview as additional insured in accordance with WCIA Certificate of Insurance Requirement prior to facility use.

12. Obtain a Cowlitz County Health Department food service permit prior to serving food. Food service is allowed by the League nonprofit organization at locations approved by the City.

13. Shall receive permission from the City to bring in any outside food or merchandise service beyond the League's concession stand. The League may submit a special event application to include a vendor permit for approval by the City prior to sales commencing. Additional fees as outlined may be required depending on the scope of the event. The League is responsible for insurance, permits, and tax liability of all food, product, merchandise or retail sales of vendors allowed by the League and City

14. Agree not to discriminate against persons regardless of sex, race, creed, color, religion, ethnic origin, sexual orientation, disability or age. The League agrees to comply with the Americans with Disabilities Act. Violation of this paragraph will be a basis for immediate termination by the City of this Agreement.

15. Comply with and uphold the "Fair Play" law adopted to promote gender equity in athletic programs. The "Fair Play" statute forbids discrimination on the basis of sex in the operation, conduct or administration of community athletic programs. Such program includes any youth community athletic program which is in any way operated, conducted, administered, uses City parks and facilities, or supported by the City. The law is to expand and support equal participation in athletic programs, and provide all sports programs equal access to facilities administered by the City. Violation of this paragraph will be a basis for immediate termination by the City of this Agreement.

16. Comply with the head injury protocols set forth in RCW 28A.600.190 and agree to, release and hold harmless the City of Longview, its officials, employees and agents and waive any right of recovery that the league organization might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring or arising out of failure of the league organization to comply with the requirements of RCW 28A.600.190.

17. Agree to give the City of Longview residents priority in registering for programs held at City facilities.

18. Be aware that Longview Public School District has an agreement with the City to use park facilities without cost. The League will direct the Longview Public School District to contact the Parks & Recreation Department for coordination of use on sports fields in cooperation with the League's youth sport organization.

19. Agree that the City can use the facility when not in use by the league at no cost to the City. The City will coordinate with the League prior to the use of the facility. The City will do all set up, take down, clean up and not use the leagues supplies or equipment unless pre-arranged and agreed between the League and the City.

20. Properly maintain field signs for duration of this agreement. Signs, banners or other items depicting alcohol, tobacco, marijuana or other related images of products illegal for use by people under the age

of 18 are illegal on park property and are not permitted. No signs shall be made "permanent" without the prior written permission of the City.

21. Agree that the President or designated representative will be the official contact with the Parks and Recreation Department unless he/she otherwise designates another representative.

22. Not rent, subcontract, or allow use to any outside group or organization of facilities, fields, programs or other services without prior Parks and Recreation Department written approval.

23. Conduct a criminal history information check for each adult that has supervisory or disciplinary authority to assure there is no evidence that they have been convicted of any crimes against children under the Child/Adult Abuse Information Act (RCW 43.43.830 through 43.43.845).

24. Report safety hazards, facility problems, or liability issues immediately to the Parks & Recreation Department.

25. Maintain legal nonprofit status as a state and/or federal organization. Upon request, submit official proof of nonprofit status to the Parks and Recreation Department. Such status is to be maintained during the term of this Agreement.

26. Comply, abide by, and uphold the policies and ordinances of the City of Longview and the laws, regulations, and codes of the State of Washington as well as federal acts and laws.

B. Longview Parks and Recreation Department Shall:

1. Assign the Facilities Coordinator to act as the representative, and primary source of contact, in all details related to this Agreement, including: coordinating maintenance, park and field repair, development or improvement projects.

2. Provide fields and facilities as requested by the league.

3. Maintain general public park areas in accordance with the standards established by the Parks and Recreation Department.

4. Not be responsible for storage, care, custody or control of equipment, materials or furnishings owned by the League.

5. Provide resources and information on insurance to the League if requested. Recommend resources; provide support for coaches, parents, and player's code of ethics or conduct to enhance fair play, participation, and a positive experience if requested by the League.

6. Have the right to enter League facilities for any reasonable purpose, which includes but is not limited to safety inspections and ensuring code compliance.

7. Advise the League to obtain additional insurance to cover possible loss of equipment, property or building damage not covered due to insurance deductible and limits.

8. City shall, within a reasonable time, repair or replace any part of the park fields or facility damaged or destroyed by acts of God. City shall have no obligation to equip or improve such facilities. Upon termination of this Agreement, City may, at its option, require removal by League, at League sole cost, of any or all League-made improvements, including, but not limited to, fixtures, furniture,

furnishings and equipment installed by League. All injury or damage to City property caused by such removal shall be repaired at League's sole cost and expense. League shall remove all such property within three (3) calendar weeks from agreement termination date. Should the League fail to remove or dispose of such property, City may, at its election, consider such property abandoned and may dispose of same at Leagues' expense or after sixty (60) days declare the remnants of the League's property to be City property.

9. The City is responsible for arranging, coordinating, and paying for water and sewer utilities associated with the John Null Park Baseball Fields, buildings, and structures as outlined in this agreement.

When both parties sign this Agreement, it shall constitute a binding agreement from the date signed to December 31, 2022. Either party may cancel this Agreement by providing 30 days written notice to the other party. Notification shall be sent to the address listed on this agreement. Failure to fulfill the terms, conditions and obligations of this Agreement may be determined to constitute a breach of the Agreement, giving rise to terminations of the Agreement.

This Agreement together with attachments of addenda, if any, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

YOUTH SPORTS ORGANIZATION

By: _____
Organization Representative
Title: _____

CITY OF LONGVIEW, WASHINGTON

By: _____
Parks & Recreation Director

Requested and approved:

By: _____
Parks & Recreation Department

Approved as to form:

By: _____
City Attorney

Longview Parks

Field Maintenance Standards

for

Athletic Organizations

- Maintenance material (in-field/baseline covers or tarps) are to be stored in buildings when not in use. When field covers are removed they should be kept in storage areas. If Park staff need to clean / clear material the organization may be charged for labor and disposal of material.

- New advertising banners or boards attached to the outfield fence shall all be painted the same color on the back side. Boards or temporary banners can be blue, green or white and should all be the same color. They are to be taken down at the end of the season. The signs are to face the field playing areas and not be attached lower than six inches from the ground.

- Fence lines are to be maintained (weed whipped and sprayed) to prevent further growth.

- Excess soil material shall be contained in concrete bunkers. Piles within the bunkers should remain weed free and contained to the confines of the bunker.

- Maintenance equipment shall be housed in storage buildings.

- If dugouts are used for storage during off season, plastic lath should be installed to hide the storage items.

- Vehicular access in the interior of the park is restricted to areas designed for such use for a limited time and on landscaped areas only for short periods of time.

- League trash containers are to be stored at the end of the season.

- At the close of the season a walk through between league officials and park staff may be necessary if there are concerns with storage or clean up.

Thank You!